

ADMINISTRATIVE - INTERNAL USE ONLY

Mr. James A. Bayton

Dear Mr. Bayton:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor for utilization of your services of a confidential nature under the following terms and conditions:

1. Services. You have agreed under the terms of this contract to conduct a study on the psychological assessment programs being conducted by this Organization.

2. Fee. In full consideration for your satisfactory performance of the tasks described above, as determined by a responsible government official, you will be paid a total fee not to exceed \$5,600.00 per term of this contract. Payments will be made as follows:

- a. Payment of \$1,250.00 on 31 August 1981
- b. Payment of \$2,000.00 on 30 September 1981
- c. Final payment of \$2,350 upon satisfactory completion of the study.

Payments will be made as directed by you in writing in a manner acceptable to the Government. No taxes will be withheld from this amount, but it will be your responsibility to report such income under existing federal, state and self-employment (Social Security) income tax laws and regulations.

3. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such operational travel as may be directed or authorized by this Organization. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your usual place of residence. Payments and accounting for such expenses will be in substantial conformance with applicable regulations of this Organization.

4. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

5. Execution of Documents. If, during your utilization hereunder, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U.S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by this Organization to evidence this relationship.

6. Status. Your legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

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7. Requirements. Requirements levied upon you by this Organization hereunder are a part of this contract provided they are not inconsistent with the terms hereof.

8. Secrecy. By virtue of this contract, you will become privy to names of employees and associates, plans, programs, methods and other information of this Organization and the U.S. Intelligence Community. As a specific condition of this contract, you agree to never divulge, publish, reveal, or otherwise compromise in any manner, any such classified information or information covering intelligence sources and methods so obtained in the course of this contract without the prior written approval of the Director or his authorized representative. If you should divulge, publish, reveal or otherwise compromise in any manner any such classified information or information concerning intelligence sources and methods obtained by virtue of this contract, this Organization reserves the right to withhold any funds due to you as an offset against damages.

9. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

10. Term. This contract is effective as of 19 August 1961, and shall continue thereafter for a period of two (2) months unless sooner terminated either:

(a) Upon fifteen (15) days actual notice by either party hereto; or

(b) Without prior notice by this Organization in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Termination or expiration of this agreement will not release you from the obligations set forth in paragraph eight (8) above and any security oath you may be required to take.

UNITED STATES GOVERNMENT

Special Contracting Officer

ACCEPTED:

James A. Bayton
James A. Bayton

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| TRANSMITTAL SLIP | | DATE 3 Sept 81 |
| TO: Mr. James A. Bayton | | |
| ROOM NO. 2E-0301 | BUILDING Headquarters | |
| REMARKS: For your retention. | | |
| FROM: DDA/CMO | | |
| ROOM NO. 7C-18 | BUILDING Hqs. | EXTENSION <div style="border: 1px solid black; width: 50px; height: 20px;"></div> |
| FORM NO. 241 1 FEB 55 | | REPLACES FORM 36-8 WHICH MAY BE USED. (47) |

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Approved For Release 2005/12/23 : CIA-RDP84B00890R000300070019-0

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